

APR 28 2004  
OFFICIAL

S/N 09/866,355

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	ROZYNOV et al.	Examiner:	EDWARD J. CAIN
Serial No.:	09/866,355	Group Art Unit:	1774
Filed:	05/25/2001	Docket No.:	11816.51USD1
Title:	CONTROL OF VOLATILE CARBONYL COMPOUND IN COMPOSITIONS USED IN PRINTING, PRINTING METHODS AND RESULTING PRINTED STRUCTURE		

TERMINAL DISCLAIMER TO OBVIATE  
A DOUBLE PATENTING REJECTION

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Petitioners, Cellresin Technologies, LLC, a corporation organized and existing under the laws of the State of Minnesota and having a place of business at 4567 West 80th Street, Minneapolis, Minnesota 55437 and Graphic Packaging Corporation, now known as Graphic Packaging International, Inc.<sup>1</sup>, a corporation organized and existing under the laws of the State of Delaware and having a place of business at 160 Washington Street, Menasha, Wisconsin 54952 represent that they are the owners of the entire right, title and interest in U.S. Patent Application Serial No. 09/866,355, filed on May 25, 2001 and entitled CONTROL OF VOLATILE CARBONYL COMPOUND IN COMPOSITIONS USED IN PRINTING, PRINTING METHODS AND RESULTING PRINTED STRUCTURE, by virtue of our assignments recorded at Reel 010915, Frame(s) 0717 (Boris V. Rozynov, Neil J. Beaverson and Willard E. Wood to Cellresin Technologies, LLC) and at Reel 010915, Frame(s) 0675 (William J. Coyle to

<sup>1</sup> Applicants will file and record a change in name for Graphic Packaging International, Inc.

Graphic Packaging Corporation). Attached herewith is a Certificate under 37 C.F.R. § 3.73(b) establishing Cellresin Technologies, LLC and Graphic Packaging International, Inc.'s right as assignees to take action.

Petitioners, Cellresin Technologies, LLC and Graphic Packaging International, Inc., hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,541,560 and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,541,560, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioners do not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,541,560, in the event that United States Patent No. 6,541,560 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

28 April 04

Date

Mark DiPietro

Mark DiPietro

Reg. No. 28,707

MERCHANT & GOULD P.C.

P.O. Box 2903

Minneapolis, MN 55402-0903

Telephone: (612) 371-5375

E-mail: mdipietro@mmerchant-gould.com

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TATTOO TRADEMARK OFFICE

**THE STATEMENT BELOW IS FOR OFFICE USE ONLY**

In accordance with the decision granting the petition filed on \_\_\_\_\_, \_\_\_\_\_, this terminal disclaimer is accepted. The period of patent lapse specified above has been accepted as equivalent to \_\_\_\_\_ months.

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Petitions Examiner

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APR 28 2004

OFFICIAL

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PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	ROZYNOV et al.	Examiner:	EDWARD J. CAIN
Serial No.:	09/866,355	Group Art Unit:	1774
Filed:	05/25/2001	Docket No.:	11816.51USD1
Title:	CONTROL OF VOLATILE CARBONYL COMPOUND IN COMPOSITION USED IN PRINTING, PRINTING METHODS AND RESULTING PRINTED STRUCTURE		

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Cellresin Technologies, LLC, a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 4567 West 80th Street, Minneapolis, Minnesota 55437 and Graphic Packaging International, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 160 Washington Street, Menasha, Wisconsin 54952, certify that they are the assignees of the entire right, title and interest in the patent application identified above by virtue of assignments from the inventors, of the patent application identified above. The assignments were recorded in the Patent and Trademark Office on June 20, 2000, at Reel 010915, Frame(s) 0717 (Boris V. Rozynov, Neil J. Beaverson and Willard E. Wood to Cellresin Technologies, LLC) and at Reel 010915, Frame(s) 0675 (William J. Coyle to Graphic Packaging Corporation), or for which copies are attached.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States

Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

*Mark DiPietro*  
Date

*Mark DiPietro*  
Mark DiPietro  
Reg. No. 28,707  
MERCHANT & GOULD P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903  
Telephone: (612) 371-5375  
E-mail: mdipietro@merohant-gould.com

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PATENT TRADEMARK OFFICE

07-19-2000



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FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

MAG-11816-31US81

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Boris Vasilyevich Rozynov  
Willard E. Wood  
Neil J. Beaverson

## 2. Name and address of receiving party(ies):

Cellresin Technologies, LLC  
4567 West 80th Street  
Minneapolis, Minnesota 55437Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: May 9, 2000

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

## A. Patent Application No.(s)

09/525,792

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark DiPietro  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark DiPietro

Name of Person Signing

Signature

June 16, 2000

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20251

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07/18/2000 NTHW1 00000088 09525792

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M&amp;G 11816.51US01

**ASSIGNMENT**

<sup>BY</sup>  
WHEREAS, we, Boris Vasilyevich Rozynov, residing at 1814 41st Avenue NE, Columbia Heights, Minnesota 55421, Willard E. Wood, residing at 3470 Siems Court, Arden Hills, Minnesota 55112 and Neil J. Beaverson, residing at 5809 147th Street North, Hugo, Minnesota 55038, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on March 15, 2000, application Serial No. 09/523,792 which is entitled CONTROL OF VOLATILE CARBONYL COMPOUND IN COMPOSITIONS USED IN PRINTING, PRINTING METHODS AND RESULTING PRINTED STRUCTURE.

AND WHEREAS, Cellresin Technologies, LLC, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 4567 West 80th Street, Minneapolis, Minnesota 55437 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things



which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9 day of

May, 2000.

Boris Vasilyevich Rozynov  
BVR

STATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

On this 9<sup>th</sup> day of May, 2000, before me personally appeared Boris Vasilyevich Rozynov to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Shelia M. Beales  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9 day ofMay, 2000.Willard E. Wood  
Willard E. WoodSTATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

On this 9<sup>th</sup> day of May, 2000 before me personally appeared Willard E. Wood to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Sheila M. Beales  
Notary PublicIN TESTIMONY WHEREOF, I have hereunto set my hand this 9<sup>th</sup> day ofMay, 2000.Neil J. Beaverson  
Neil J. BeaversonSTATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

On this 9<sup>th</sup> day of May, 2000, before me personally appeared Neil J. Beaverson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Sheila M. Beales  
Notary Public

FORM PTO-1595

(Rev. 6-95)

USPTO No. 0651-0011 (exp. 4/94)

MAG-11616.5113561

101407309  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

William J. Coyle

## 2. Name and address of receiving party(ies):

Graphic Packaging Corporation  
160 Washington Street  
Menasha, Wisconsin 54952Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment  
☐ Security Agreement  
Other:☐ Merger  
☐ Change of NameAdditional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: May 22, 2000

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

## A. Patent Application No.(s)

09/525,792

## B. Patent No.(s)

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark DiPietro  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

23552

PATENT TRADEMARK OFFICE

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

## 9. Statement and signature:

I, the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark DiPietro

Name of Person Signing

Signature

June 16, 2000

Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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07/16/2000 HTH:II 00000091 09525792

01 FC:581

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M&amp;G 11816.51US01

**ASSIGNMENT**

WHEREAS, I, William J. Coyle, residing at 100 East Peppercorn Drive, Appleton, Wisconsin 54913, made certain new and useful inventions and improvements for which I filed an application for Letters Patent of the United States on March 15, 2000, application Serial No. 09/525,792 which is entitled CONTROL OF VOLATILE CARBONYL COMPOUND IN COMPOSITIONS USED IN PRINTING, PRINTING METHODS AND RESULTING PRINTED STRUCTURE.

AND WHEREAS, Graphic Packaging Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 160 Washington Street, Menasha, Wisconsin 54952 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent,

rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of May, 2000.

William J. Coyle  
William J. Coyle

STATE OF Wisconsin ) ss.  
COUNTY OF Winnebago

On this 22 day of May, 2000, before me personally appeared William J. Coyle to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Sanford E. Shank  
Notary Public

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"GRAPHIC PACKAGING INTERNATIONAL, INC.", A DELAWARE CORPORATION,

WITH AND INTO "RIVERWOOD INTERNATIONAL CORPORATION" UNDER THE NAME OF "GRAPHIC PACKAGING INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF AUGUST, A.D. 2003, AT 10:10 O'CLOCK A.M.



0860372 8100M

030541940

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 2592315

DATE: 08-20-03

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:04 AM 06/06/2004  
FILED 10:10 AM 06/06/2003  
SRV 030518312 - 0860372 FILE

**CERTIFICATE OF MERGER**  
merging  
**GRAPHIC PACKAGING INTERNATIONAL, INC.**  
  
into  
  
**RIVERWOOD INTERNATIONAL CORPORATION**

Pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), Riverwood International Corporation, a Delaware corporation (the "Corporation"), hereby certifies the following information relating to the merger (the "Merger") of Graphic Packaging International, Inc., a Delaware corporation ("GPII"), with and into the Corporation:

1. The names and jurisdictions of incorporation of each of the corporations constituent to the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Riverwood International Corporation	Delaware
Graphic Packaging International, Inc.	Delaware

2. An Agreement and Plan of Merger, dated as of August 8, 2003, between the Corporation and GPII (the "Merger Agreement"), was entered into by the constituent companies and has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the DGCL.

3. The surviving corporation is Riverwood International Corporation, which will continue its existence as said surviving corporation under the name Graphic Packaging International, Inc. upon the effective date of the Merger pursuant to the provisions of the laws of the State of Delaware.

4. Article FIRST of the Certificate of Incorporation of the Corporation shall be amended to read as follows:

The name of the Corporation is Graphic Packaging International, Inc.

5. The Merger shall be effective upon filing of this Certificate of Merger.

21549095v6

6. The executed Merger Agreement is on file at the principal place of business of the Corporation, which is located at 814 Livingston Court, Marietta, Georgia 30067.

7. A copy of the Merger Agreement will be furnished by the Corporation, on request and without cost, to any stockholder of the Corporation or any person holding an interest in GPIL.

[Remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 8th day of August, 2003, and is being filed in accordance with Section 103 of the DGCL by an authorized officer of the Corporation.

RIVERWOOD INTERNATIONAL  
CORPORATION

By: /s/ Edward W. Strootz, Jr.  
Name: Edward W. Strootz, Jr.  
Title: Secretary

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